

TERMS & CONDITIONS (VERSION 1.0)



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TERMS OF SERVICE

Client Agreement

Section 1: Introductory Provisions

This agreement ("Agreement") is entered into by EMS Air Ambulance & Medical Repatriation Ltd a private company limited by shares duly incorporated under the Companies Act 2006 of England and Wales, having Company number as 14456023, its affiliates and subsidiaries. (Hereinafter collectively referred to as "EMS", "us", "our", "we", "The Company")

and

the other party, taken to mean any legal person(s) or individual who is competent to execute the following Agreement either for themselves or on behalf of the end user or beneficiary of services sought (hereinafter collectively referred to as "Client", "you", "Third Party").

WHEREAS EMS offers various repatriation services, including but not limited to, Road Ambulance, Air Ambulance and Medical Escort ("EMS Service", "Services", "our Services") through its website and other hosted technology primarily located at <https://ems-ambulance.com/> ("Site").

THEREFORE by accepting this Quotation, you are expressly consenting to these Terms of Service that are effective as of the date and time you sign this Quotation (the "Terms"). The Agreement is effective as of the date it is fully signed or otherwise executed by both parties ("Effective Date").

These Terms, along with our Brochure, and Terms and Conditions as made available on our Site together will constitute a legally binding agreement between you and EMS (hereinafter referred as "The Agreement"). If you do not agree to, or cannot comply with, The Agreement, kindly refrain from proceeding further with this Quotation and accessing our Site.

In the event that any Terms of Service are contradicted in the Terms elucidated within the Quotation or any other legal document shared and signed by the Client, the Terms and Conditions detailed on the Site will take exclusive precedent and prevail.

Accordingly, EMS and you agree as follows:

Section 2: Definitions

For purposes of this Agreement, the terms below shall have the following meanings:

2.1 "THE CLIENT" "The Client" means any individual, legal entity or legal person(s) who makes an inquiry with us with the purpose of exploring or using our services. The Client may not be our end user, or the actual beneficiary of the services rendered or sought.

2.2 "THIRD PARTY" "Third Party" means any individual, entity or legal person(s) who makes an inquiry with us with the purpose of exploring or using our services. The Third Party is acting on behalf of the end user or the actual beneficiary of the services sought and takes full responsibility to ensure that the Third Party is acting in the best including but not limited to medical, legal and financial interests of the end user or beneficiary of the services sought. The Third Party, its employees and associates are also bound by the terms of this Agreement once these Terms have been approved by the Client.

2.3 "CLIENT CONTENT" "Client Content" means any content owned or licensed by Client (other than from EMS), including such content provided by Client to EMS for use in connection with the EMS Service, including, but not limited to, trademarks, service marks, logos, domain names, trade names, graphics, images, text, software, and copyrightable material.

2.4 "END USER OR BENEFICIARY OF SERVICES" "End user or beneficiary of services" means any individual who is a patient, or someone who needs to be repatriated or the end user of the Services rendered by the Company.

2.5 "REQUEST" "Request" means any formal request of inquiry about our Services put forth by a Client, Third Party, or Site User. The Request is the first stage in the process of beginning any order with EMS and is to be interpreted synonymously throughout this Agreement with "inquiry".

2.6 "USER DATA" "User Data" shall have the same meaning as mentioned on the Terms and Conditions on the Site.

Section 3: Client engagement

3.1 LICENSE TO USE CLIENT CONTENT Client may provide Client Content to us for use in connection with our services. Client hereby grants EMS a nonexclusive, worldwide, royalty free license to use such Client Content in connection with the EMS Service.

3.2 COMPLIANCE WITH APPLICABLE LAW Client will comply with our terms and conditions as enclosed in our quotation, reiterated on our invoice, and as set forth in EMS's Terms of Service, available on the Site, and other laws applicable to third-party medical repatriation service providers.

3.3 MEDICAL INFORMATION The information provided by our medical team and stated on our Site is for educational purposes only and not intended to be a substitute for professional medical advice, diagnosis, or treatment. You are advised to seek professional diagnosis and treatment for any medical condition. Do not disregard, avoid or delay obtaining medical advice from a healthcare professional because of something that you may have read on the Site.

Your use of information provided on the Site is at your own risk. Nothing stated or posted on the Site or available through any of the provided services are intended to be, and must not be taken to be, the Practice of Medicine or the Provision of Medical Care. You are strongly advised to discuss information obtained from this website with your healthcare provider before connecting with clinical trial contacts on our Site.

We do not endorse or recommend the engagement of any particular medical practitioner or service provider listed on this Website, and you shall engage with such medical practitioner or service provider at your own risk and volition.

3.4 HEALTHCARE PROFESSIONALS AND VENDOR RELATIONS The Healthcare Professionals who deliver Services through EMS are independent professionals practicing within a group of independently owned professional practices collectively known as "Medical Escorts". The vendors who provide us with transportation facilities including but not limited to Aircrafts, Road Ambulances and Flight Tickets, to execute our Services are licensed companies and competent professionals who carry the requisite licenses and are compliant with the laws of their domestic jurisdiction. EMS does not practice medicine or any other licensed profession and does not interfere with the practice of medicine or any other licensed profession by Healthcare Professionals, or our transportation vendors each of whom is responsible for his or her services and compliance with the requirements applicable to his or her profession and license. Neither EMS nor any third parties who carry out transportation services for us through our platform shall be liable for any professional advice you obtain from a Repatriation expert or a member of our team via the Services.

3.5 CLIENT CONDUCT At no point during the execution of this Agreement or at any time afterwards can the Client abuse (both physically and verbally), stalk (including but not limited to physical and digital stalking), harass (including but not limited to verbal, physical and online harassment), violate the privacy and/or data security rights of any of our Employees, associates, vendors, or healthcare providers. This list is non-exhaustive and contains consequences to any other breaches or infringements to personal, legal and financial rights retained by EMS Employees, associates, Healthcare Providers and Vendors.

In the event that the client conduct is found to be unreasonable by the Company or the client conduct is so distressing that it has resulted in a material breach of legal rights of any of our Employees, associates, vendors, or healthcare providers, the Company reserves the right to terminate the request, without regard to any progress made in the inquiry thus far and is not obligated to pay back any funds so received.





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The Client acknowledges that poor conduct can result in loss of funds paid in costs and compensation owed to the Company; cancellation of service(s) booked; and is not entitled to claim any refund for the service(s) booked once Clause 3.5 is breached. The Client also waives any legal right to claim refunds once Clause 3.5 is engaged by the Company, at the Company's sole discretion, upon concluding that such breach has occurred.

3.6 CLIENT COMPLIANCE AND COSTS

a) Client must ensure that they cooperate and comply with all instructions communicated by EMS Employees to actively manage the inquiry and find the best applicable solution through our Services. It is essential that the Client always allows the Company to consult with our Medical Team and Healthcare providers to ensure we carry out impeccable due diligence before finally catering to the end user or beneficiary of Services. Any disruption to the execution of services sought due to non-cooperation or non-compliance by the Client including but not limited to providing delayed service to the client or the subsequent cancellation of service will be at the Client's cost and no refund will be applicable to such cases.

b) The Client assumes all responsibility to ensure that all relevant travel, medical and other associated admin and procedural documents shared with the Company are accurate, authentic and valid for all those who wish to avail the Services or will be transported during the inquiry with us to ensure that we can carry out our Services optimally. It is also the Client's responsibility to ensure that these documents are valid at the time of the inquiry and remain valid at least until the date of travel. The Client affirms that such documents are error free, obtained from a legitimate medical provider or practice and are also compliant with all necessary travel requirements as communicated to them by our Team and/or applicable by Law.

c) Should there be any delay in the transportation of the end user or beneficiary of Services due to lack of compliance and competence on the Client's part and the Client subsequently cancels the request, the Client is not entitled to claim any refund from The Company.

3.6.1 Should the health of the end user or beneficiary of our Services deteriorate during the course of the inquiry but before the execution of Services sought, and the prevailing circumstances and health conditions allow EMS to provide an alternative solution; the alternative or added solution may cost the Client additionally on top of already purchased Services. The added services may also include an expedited process of the already purchased request to reflect the urgency of the matter and the operational changes made by the Company to fulfill the request.

Section 4: Confidentiality; Privacy; and Data Security

4.1 CONFIDENTIAL INFORMATION Confidential Information provided to the Client pursuant to this Agreement is provided solely for use in connection with our Services. Client may not use Confidential Information for any other purpose. Client agrees to take reasonable steps to safeguard the confidentiality of all Confidential Information and not to disclose Confidential Information to any other person or entity except as permitted under this Agreement or with EMS's prior written consent.

The Company will safely store any confidential information shared by the Client to the Company during the course of the inquiry, including but not limited to, medical records, financial records, identification documents, server details, IP Address, phone records, and other necessary legal, medical and financial documents that are required for the execution of our Services.

4.2 PRIVACY AND DATA SECURITY All Data relating to the, operational processes, EMS Policy and Procedures, provided by EMS, or its agents or partners, to the Client in connection with the EMS Services shall be used by Client solely for the purpose of participating in the execution of EMS Services. Client may not use such Data or any other confidential information shared by the Company for any other purpose or combine or associate such Data with any other data it retains about a natural person or the Company and its associates or employees. Client agrees that it will not share, transfer, or transmit such Data to any other person or entity except as permitted under this Agreement or with EMS's prior written consent.

Client is solely responsible for compliance with any laws and regulations applicable to such Data while it is in Client's possession, custody, or control. All User Data is subject to EMS's privacy practices as described in its Privacy Policy, available on the Site.

4.3 MATERIAL BREACH; INJUNCTIVE RELIEF Any breach of this section shall be considered a material breach resulting in irreparable harm to EMS for which there is no adequate remedy at law. In the event of such a breach, EMS shall be entitled to injunctive relief in addition to any other appropriate relief.

Section 5: Client Representations and Warranties

Client represents and warrants to EMS, now and throughout the term of the Agreement, as set forth below. Client will notify EMS immediately if any of Client's representations or warranties becomes inaccurate or untrue in any material respect during the term of the Agreement.

5.1 AUTHORITY; QUALIFICATION TO DO BUSINESS Client has the right and authority to enter, and perform its obligations under, the Agreement. Client is over the age of 18 and understands the nature of the industry we operate in and is qualified to do business with us.

If the end user or beneficiary of the Services rendered or sought is not the Client, then the Client and/or applicable Third Party ensure that they are acting in the best including but not limited to legal, financial and medical interests of the end user or beneficiary of the Services sought through EMS.

The Client also warrants that they are the authorised personnel to exercise any relevant decisions so required to competently execute this Agreement on behalf of the end user or beneficiary of services.

5.2 THIRD PARTY OBLIGATIONS We understand that in cases of emergencies and during the execution of Services there may be Third Party involvement that impact the fulfillment of this Agreement. The Client and their chosen Third Party together are liable to fulfill their obligations and under this Agreement. The Client warrants that they cannot pass on any of their obligations as under this Agreement without the written consent of EMS. Any dues owed or any material breach of this Agreement by the Client, or the Third Party may warrant legal proceedings jointly against the two, their employees and associates.

5.3 TAXES Client is registered for sales and other tax collection purposes in each jurisdiction in which Client's goods or services will be provided.

5.3 PAYMENTS AND CANCELLATIONS

1. Advance Payment of Charges: We require 100% upfront payment for all services in advance of the services being provided.

a) If a Client accepts the quotation and fails to make the payment by the due date as stated in the invoice, the contract, for the provision of those services will be deemed to be breached by the Client and the services booked would be cancelled. The Company will only make a new arrangement to provide those services when full payment for those services (together with any penalties or cancellation fees) is received.

b) To ensure timely execution of services booked, the Client will ensure making a prompt payment ahead of time, or as early as possible and share a valid proof of payment with the Company in line with the Companies payment policies. The Client bares full responsibility for any delay caused in the execution of services booked due to delay in sharing proof of payment with the Company.

c) The Client also acknowledges that no service booked or accepted by the Client may be executed if proof of 100% upfront payment is not received by the Company.





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2. Payment of Charges: The Company will forward its final invoice to another person (often the beneficiary of the patient with authorization from the Client) when instructed by the client. The Client is however personally liable for making payment in full of all Company charges and disbursements and simply forwarding the final invoice to another person will not discharge that liability. The Client remains liable to the Company until full payment is received by it. The Client also remains liable for any outstanding balance due to the Company which (in applicable cases) is not discharged by the nominated other person, the beneficiary or whoever is administering the deceased's estate and in any case the client is responsible for ensuring that payment is made within the payment terms detailed below.

3. Payment for Services: All services are to be paid for by the due date on the invoice. Failure to do so, may result in the account being passed to a debt collector or the matter prepared for court with all fees being passed to the Client. The Company reserves the right to add a late payment fee of an amount they deem reasonable should the account not be paid by the due date. A weekly fee of €500 will then apply until the account is settled in full.

4. Cancellation of Services: Cancellation of services and subsequent reimbursements may only be accommodated until the acceptance of the quotation.

a) A mandatory 10% cancellation fee is applicable to an inquiry upon the acceptance of the quotation which cannot be reimbursed back to the client in any event. The Company will not be able to sanction a full refund for any inquiry after the quotation has been signed by the Client.

b) A mandatory 100% cancellation fee is applicable upon the acknowledgement of the acceptance of the order by the Client, which is deemed acknowledged once the Order Confirmation has been sent by the Company to the Client. The Client warrants that at no point after receiving the Order Confirmation of their order can they demand a refund and consent to forgoing any legal remedies applicable to them in Contract, Civil and Tort Law that may otherwise be applicable.

5. Refunds: Refunds may only be applicable if the inquiry is at a preliminary stage and minimal admin costs have been incurred by the Company.

Any request for refunds is welcome if it is within the Scope of this Agreement and made promptly (latest within 7 business days (Monday to Friday) from when the cause of dispute or reason for requesting a refund first occurred). If the health or medical condition of the end user or beneficiary of Services deteriorates during the inquiry and is unable to utilise the Services sought or purchased, the Company is not liable to pay any funds already received. Requests for refunds are assessed on a case-by-case basis and may only be accommodated if no or minimal cost, manhours and operational overheads have been incurred by the Company at the stage in which the refund was requested.

In any event, EMS does not refund more than 15% of the quoted amount.

Section 6: Disclaimers; Limitation of Liability; Force Majeure

6.1 DISCLAIMERS The EMS service, site, and all related content and materials are provided on an "as is" basis. To the fullest extent permitted by law, they are provided without warranties of any kind, express or implied, including but not limited to warranties of Client's ability, fitness for a particular purpose, title and non-infringement, and any warranties arising from course of dealing or usage of trade.

EMS does not warrant that the EMS Service, Site, or related content and materials is accurate, complete, reliable, current, or error-free, that it will meet your requirements, will be available at any particular time or location or without interruption, that defects or errors will be corrected, or that the site is free of viruses or other harmful components. Use of our service and site is at the Client's own risk and the Client is solely responsible for any loss or damage to property or data that may result.

EMS does not warrant, endorse, guarantee, or assume responsibility for any service purchased as part of a medical request, or any service carried out by a third party through the Site or the execution of our offered services or through any hyperlinked website. EMS is not a party to any transaction between a Client or Site user and any third-party provider of products or services through our Site who may be involved in the execution of our services in any ongoing, past or future medical request as offered on our Site.

6.2 LIMITATION OF LIABILITY In no event shall EMS be liable for any direct, indirect, consequential, incidental, special, punitive, or exemplary damages, including but not limited to damages for loss of profits, goodwill, or use of property or data resulting from the use, inability to use, or unavailability of the EMS service, or any damages resulting from hacking, tampering, or other unauthorized access to or use of the site or the EMS service.

This limitation of liability applies to the fullest extent permitted by law regardless of the type of claim, whether based on contract, tort, negligence, strict liability, or on any other basis, and even if EMS has been advised of the possibility of such damage.

6.3 FORCE MAJEURE In addition to, and without limiting, the Limitation of Liability section above, EMS shall not be liable for any damage, loss, delay in performance, or nonperformance resulting from conditions beyond its reasonable control, including but not limited to, government action, acts of terrorism, acts of war, acts of third parties, strikes, riots or other civil disturbances, accidents, fire, floods, earthquakes and other natural disasters, power outages, and communications and other system failures.

6.4 EXCLUSION OF REPATRIATION SERVICES Client understands that repatriation is excluded from, in particular, foreign countries and regions:

- which are in a state of civil and/or military war;
- the security of which is troubled by insurrections, riots, popular movements, reprisals, restrictions on freedom of movement, general strikes, and/or acts of terrorism;
- the environment of which is threatened by, or has suffered, discharges of heat or irradiations arising from the transmutation or disintegration of an atomic nucleus, and/or from radioactivity;
- in respect of which force majeure makes it impossible to carry out the repatriation services.

Section 7: Remedies for Breach; Indemnification

7.1 REMEDIES FOR BREACH A "Material Breach" includes, but is not limited to, any breach by Client of Sections 3, 4, or 5 of this Agreement. In the event of a Material Breach, Client shall be obligated to reimburse EMS for any damages suffered by EMS, including any actual, incidental, and consequential damages. Your sole remedy for a breach of this agreement is an action at law for damages. You waive any right of rescission or to injunctive or other equitable relief.

7.2 INDEMNIFICATION Client agrees to indemnify and hold harmless EMS, and its officers, directors, employees, representatives, affiliates, successors, and assigns, against any and all claims by a third party relating to Client's participation in the EMS Service including, but not limited to, claims relating to: (a) any actual or alleged breach of this Agreement by Client, including breach of the representations and warranties herein; (b) any claim by any international, or domestic government entity for potential consumer rights claims that may arise outside the scope of this Agreement, or any other amounts under any applicable escheat or abandoned or unclaimed property laws; (c) any failure of Client to honor their obligations as elucidated on the Terms and Conditions made available on the Quotation; (d) any infringement of any patent, trademark, copyright, publicity, privacy, trade secret, or other right of any third party by the Client, including, without limitation, in connection with the Client Content or EMS's use thereof; (e) Client's provision of goods, services, or information in connection with our services; and (f) Client's use or handling of User Data.





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Section 8: Term and Termination; Survival

8.1 TERM This Agreement shall commence on the Effective Date and continue until terminated as provided herein.

8.2 TERMINATION

a) EMS may terminate the Client's participation to the execution and implementation of our services at any time and for any reason by providing Client a written notice of such termination. Termination shall be effective on the date of delivery of the notice as provided herein.

b) The Client may terminate the request at any stage subject to Section 5 of this Agreement.

c) EMS may, in its sole discretion, and without liability to the Client or any third party, terminate the Site or our services at any time, for any reason, and without prior notice. This Agreement shall terminate upon termination of our services.

8.3 RIGHTS AND OBLIGATIONS UPON TERMINATION; SURVIVAL

Except as provided otherwise herein, all rights granted to the Client under this Agreement shall cease immediately upon termination. EMS shall not be obligated to carry out any services to the Client or those acting on behalf of the Client after termination. Client shall remain obligated to honor all Terms and Conditions binding on the Client as part of this Agreement in conjunction with the Terms and Conditions issued alongside the quotation prior to termination and to pay any amounts owed to EMS under this Agreement.

This section and the following additional sections shall survive termination: 2, 3, 4, 5, 6, 7, 9, 10, and 11.

Section 9: Notices

9.1 FORM OF NOTICE; METHOD OF DELIVERY Whenever any notice is permitted or required under this Agreement, it shall be in writing and deemed delivered when: (a) delivered by electronic mail to a party at the email address provided below; or (b) actually received or rejected by a party or, if earlier and regardless of whether actually received or not, when deposited in (i) the respective domestic mail, postage prepaid, certified mail, return receipt requested or (ii) a regional or national overnight courier service, addressed to the party at the address provided below.

9.2 NOTICES TO EMS Notices to EMS must be sent by email to info@ems-ambulance.com

Section 10: Governing Law

10.1 GOVERNING LAW AND DISPUTE RESOLUTION

a) The Parties hereto shall use their best endeavors to settle any disputes by consultation during the course of this Agreement. In the event of any dispute, controversy or claim arising from or connected with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) between the Parties, representatives of the Parties shall, within thirty (30) business days of service of a written notice from either Party to the other Party involved in the dispute (hereinafter "Disputes Notice"), hold a meeting (hereinafter "Dispute Meeting") in an effort to resolve the dispute. In the absence of agreement to the contrary the Dispute Meeting shall be held at the registered office for the time being of EMS.

b) If the dispute is not resolved pursuant to the Clause above, either Party may by written notice to the other require that the dispute be referred to arbitration under the DIFC London Court of International Arbitration (DIFC-LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Dubai, United Arab Emirates. All proceedings in any such arbitration shall be conducted in English.

c) There shall be a bench of one arbitrator appointed by the sole discretion of the Company.

d) The arbitration award made by the arbitrator shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law. The award shall be reasoned and shall be in writing. The arbitrator may but shall not be required to award to the Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel).

e) When any Dispute is under arbitration, except for the matters under Dispute the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement during the pendency of the arbitration proceedings.

i. Waiver of Jury Trial. YOU AND THE COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and the Company are instead electing that all claims and disputes shall be resolved by arbitration under this arbitration agreement, except as specified in subsection (a) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

ii. Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CLIENT OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CLIENT OR USER.

This arbitration agreement will survive the termination of your relationship with Us.

Section 11: Miscellaneous

11.1 INDEPENDENT CONTRACTORS The parties are independent contractors. Nothing in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating a joint venture, partnership, franchise, or agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other party in any way.

11.2 NO THIRD-PARTY BENEFICIARIES This Agreement is not intended, and shall not be construed, to create any rights or remedies in any other party, and no other party shall assert any rights as a third party beneficiary under this Agreement.

11.3 ASSIGNMENT Client may not transfer or assign, by operation of law or otherwise, any rights or obligations under this Agreement without EMS's prior written consent, and any attempted transfer or assignment without such consent shall be void. EMS may freely transfer or assign its rights and obligations under this Agreement to any third party without notice or consent. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

11.4 WAIVER The failure of a party to exercise any right under, or to enforce any provision of, this Agreement shall not constitute a waiver of such right or provision. Whenever consent to, or approval of, an act by one party is required from the other party, the grant of such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

11.5 SEVERABILITY If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected and shall be interpreted and enforced as if the invalid provision had not been included. Upon such declaration of invalidity, the parties will negotiate in good faith to modify the Agreement to effect the original intent of the parties as closely as possible so that the transactions contemplated under the Agreement are fulfilled.

11.6 ENTIRE AGREEMENT This Agreement sets forth the entire agreement between the parties relating to the scope of relationship and obligations shared between the Client and EMS and supersedes any prior or contemporaneous understandings or agreements.

11.7 AMENDMENTS Except as expressly permitted herein, amendments to this Agreement must be in writing and signed by both parties.





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11.8 INTERPRETATION OF TERMS Both parties have had the opportunity to consult with their respective attorneys regarding the terms of this Agreement and are entering into the Agreement voluntarily. No presumption of interpretation shall be made against either party as drafter of the Agreement.

11.9 COUNTERPARTS This Agreement may be executed in counterparts with separate signature pages, which together shall constitute a single document.

11.10 HEADINGS Headings are for convenience only and in no way limit or otherwise affect the meaning or scope of any provision. Whenever used herein, the singular shall include the plural and the plural shall include the singular.

11.11 ELECTRONIC COMMUNICATIONS Client agrees that business with EMS may be done electronically and that the provision of notices, disclosures, and other information electronically satisfies any legal requirement that such communications be in writing.

The parties may make agreements by electronic means, and this Agreement has the same legal effect as an agreement entered into on paper.